TORREGOO REPEAR NOTERAN-ENGULLO

2006-2008

ARTICLE I

GRIEVANCE PROCEDURE

SECTION 1. A grievance shall mean only that there has been an alleged misinterpretation, or misapplication of any specific provisions of this Agreement.

SECTION 2. (A) Every certified employee covered by this Agreement shall have the right to present grievances under these procedures.

- (B) The failure of a certified employee to act on any grievance within the prescribed time limits will act as a bar to any appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to go to the next step. The time limits, however, may be extended by mutual Agreement.
- It is agreed that any investigation or other handling processing of any grievance by the grieving employee shall conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or other employees of the School District.

SECTION 3.

(A) FIRST STEP

Within five (5) school days of said occurrence an attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his or her Principal.

(B) SECOND STEP

the grievance cannot be resolved informally, the employee shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the Principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract alleged violated, and shall state the remedy requested. Filing of the formal, written grievance at the second step must be within ten (10) school days from the date of occurrence of the event giving rise to the grievance. The Principal shall make a decision on the grievance and communicate it in writing to the grieving employee and the Superintendent within ten (10) school days after receipt of the grievance. Ιf Principal at the second step is also functioning the Superintendent of the District, the grieving employee may skip the third step and go directly to the fourth step.

(C) THIRD STEP

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved certified employee shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. (10) school days after such written grievance is filed the aggrieved and Superintendent shall meet to resolve the grievance. The Superintendent shall file an answer within ten (10) school days of the third-step grievance meeting and communicate it in writing to the certified employee and the Principal.

(D) FOURTH STEP

If the grievance is not resolved satisfactorily at the preceding step, there shall be available impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee to the Superintendent within ten (10) days from receipt of answer at the preceding step to enter into arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) school days after said notice is given.

If the two parties fail to reach Agreement on an arbitrator within seven (7) days, the Public Employment Relations Board will requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one (1) name at a time from the panel until only one (1) shall remain. Striking the first name will be done by lot. The remaining name shall be the arbitrator. decision of the arbitrator will be binding on the parties. of the arbitrator's services shall be borne equally by the School District and the Association. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, nor add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association, and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

SECTION 4.

If the Association or any certified employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE II

STAFF BENEFITS AND/OR PROCEDURES

SECTION 1. INSURANCE

- (1) The District will pay the premium consideration for the individual hospitalization and major medical insurance for all full-time certified employees under contract. The district at a full-time employee's option will enroll said employee and dependents in an insurance salary reduction program.
- (2) The District will pay the premium consideration for a \$20,000 term life insurance policy for all full-time certified employees under contract.

- (3) The District will pay the premium consideration for a long-term disability insurance policy for all full-time certified employees under contract.
- (4) The District will pay the initiation fee and administrative costs for the implementation of a Cafeteria Plan for all full-time certified employees under contract. The district at a full-time employee's option will enroll said employee in a Cafeteria Plan.
- (5) The District alone shall determine the insurer and the specific terms of the policies including premium consideration.

SECTION 2. SICK LEAVE

Full-time certified employees shall receive ten- (10) days sick leave the first year of employment with one (1) additional day per year until fifteen (15) days, and then fifteen (15) days each year thereafter cumulative to one hundred twenty (120) days. Sick leave will be granted to part-time certified employees on the basis of their employment. For example, half-time will receive one-half sick leave benefits, e.g. a full time teacher receives twelve (12) days sick leave per year. A half-time employee shall receive six- (6) days sick leave per year. Sick leave may be taken in half-day blocks.

SECTION 3. ASSOCIATION LEAVE

Up to a maximum of four (4) individual teaching days may be available to the Glidden-Ralston Education Association for attendance at State Delegate Assembly or other conferences or conventions of local, state, or nationally affiliated organizations. Such leave must be approved by the majority of the total body of the Education Association and evidence of such approval along with the request for leave shall be submitted to the Superintendent or his designee seven (7) days in advance, if possible, of the requested leave. This leave shall be with pay, and the Glidden-Ralston Community School District will pay for substitutes, if any. Any other expenses of such leave will be incurred by the Glidden-Ralston Education Association.

SECTION 4. IN-SERVICE TRAINING AND SALARY SCHEDULE SCALE STATUS.

- (1) Employees requested or required taking courses by the administration or the Board shall be reimbursed for the costs involved.
- (2) The certified employee status on the salary scale is determined from the official transcript which each certified employee must supply the central office. This provision is effective on the opening day of school if work is completed previously. This will apply to all full-time certified employees until a MA+15 or MS+15 degree is received. In all cases of interpretation of this requirement the Superintendent or his designee's decision is final.

SECTION 5. INSERVICE DAYS, VACATION PERIODS, AND LEGAL HOLIDAYS

A committee consisting of members of the Glidden-Ralston Education Association and administrators will make recommendations to the full Board regarding in-service days and vacations. Certified employees shall be granted time off with pay for the following legal holidays providing the holidays fall on regular working days (Monday, Tuesday,

Wednesday, Thursday, and Friday): New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day.

SECTION 6. STAFF REDUCTION

By reason of declining enrollment, budget limitations, or reduction of programs, all in the sole and exclusive judgment of the Board of Education, a reduction in staff is required, the administration shall premise its decisions as to subsequent contract renewals on the relative ability, skill, competence and qualifications of the available teachers to do the available teaching within the following categories: Kindergarten through 6th grade, 7th through 12th grade (within curriculum areas), nurse, special education, Title I and Guidance.

- (1) Attrition within staff reduction categories will be applied first.
- (2) When attrition does not exist, every effort shall be made to keep the highest quality people. (It shall be the responsibility of the school administrator to determine which teacher shall not be rehired.)
- (3) The placement on the salary schedule shall never be used as criterion for making this decision.
- (4) If, in the opinion of the school administrator, criteria including teaching performance, dealing with students, the public and other teachers are equal, the preference shall then be given to tenure and training.
- (5) Notice shall be given by March 30th to any teacher involved in staff reduction.

SECTION 7. IMMEDIATE FAMILY ILLNESS

Serious family illness will receive special consideration upon request to the Superintendent of Schools and will be charged to certified employee's sick leave. This leave may be taken in half-day blocks. In all cases of interpretation of said benefit, the Superintendent or his designee's decision is final.

SECTION 8. BEREAVEMENT

Up to five (5) days non-cumulative leave with pay shall be granted at any one time in the event of death of certified employee's spouse, child, brother, sister, parents, grandparents, in-laws, and any other member of the immediate household. In all cases of interpretation of said benefit, the Superintendent or his designee's decision is final.

SECTION 9. PERSONAL LEAVE

At the beginning of each school year, full time certified employees shall be credited with two (2) days of personal leave, at full pay, to be used for the employee's personal business. These days must be approved in advance (at least 24 hours) by the superintendent or his/her designee. No personal leave days will be granted during the last two weeks of school, or the day before or the day following holidays or vacation periods (extenuating circumstances may be considered). One additional day of personal leave will be granted for ten days unused sick leave during the previous school year. Such leave is non-cumulative for personal leave; however, any unused personal leave will be transferred to sick leave the succeeding year.

In all cases of interpretation of said benefit, the Superintendent or his designee's decision is final.

SECTION 10. PHYSICAL EXAMS

The district will pay up to a maximum of \$80 for physical examinations in the event health insurance does not cover the costs of the physical examination.

SECTION 11. MEDICAL DISABILITY LEAVE

Sick leave benefits for medical disability to the extent of an employee's accumulated sick leave will be paid only during the time of medical confinement, which is to be determined by the employee's physician.

Any employee who desires to continue the performance of his/her duties during the period proceeding any medical disability may continue to do so provided the employee's health and work efficiency are not affected. The employee will provide a statement from his/her physician stating that in the opinion of the physician the employee is physically capable of continuing to perform his/her duties and the date medical disability leave will commence.

Following medical disability leave, the employee will furnish a statement from his/her physician stating that the employee is physically capable of resuming his/her duties and the date medical disability leave will terminate.

The date for commencement or termination of medical disability leave may be changed for medical reasons if so indicated by the employee's physician. In the event the date for commencement or termination of medical disability leave is changed for non-medical reasons, any additional days of leave will not be reimbursed as sick leave.

SECTION 12. JURY DUTY

A certified employee called for jury duty or when subpoenaed to appear in Court during school hours, shall be provided such time without loss of pay. Any fees or remuneration (except mileage) the certified employee receives during such time shall be turned over to the Glidden-Ralston Community School system.

SECTION 13. POST GRADUATE STUDY

Teachers who receive national certification will be advanced to the next lane. They will remain in an advanced lane as long as they are certified.

SECTION 14. WORKDAY

The school workday will be determined by the administration.

SECTION 15. ARRIVAL AND DISMISSAL

Staff members will not be expected to report for duty when school is canceled due to inclement weather or emergency reasons. In the event of inclement weather in the AM, staff will be expected to report in relation to the delay of the start. In the event of inclement weather in the PM, that presents a hazard to the safety of students and staff, staff will be dismissed after the departure of the buses. On

days proceeding holidays vacation and on Friday's the staffs' day will end after the buses leave. In all cases of determination of said benefit, the Superintendent or his designee's decision is final.

SECTION 16. LEAVE OF ABSENCE

A certified employee shall be granted upon request, a leave of absence up to one year to serve as an officer of the Iowa or National Education Association and shall return after that year to all previously assigned full-time duties. Such leave shall be without pay.

SECTION 17. OTHER LEAVES OF ABSENCE

Other leaves of absence either with or without pay which are not specifically covered in this Agreement may be granted at the discretion of the Glidden-Ralston Board of Education or its designee.

SECTION 18. PAYROLL DEDUCTION

- (1 A certified employee may sign and deliver to the Superintendent an assignment authorizing payroll deduction of professional dues in a net dollar amount per month for 12 months.
- (2) Upon appropriate written authorization from the certified employee, the Superintendent shall deduct from the salary of the certified employee and make appropriate remittance for annuities and insurance.

SECTION 19. TEACHER RECALL

- (1) Certified employees desiring recall rights shall advise the superintendent of their current address and telephone number. These employees shall have recall rights for two years to any position which becomes available within the category from which the employee was reduced, and/or for which the employee is certified.
- (2) Employees will be recalled in inverse order of lay off. Notice of recall to available positions shall be sent by certified mail.
- (3) Any employee re-employed by exercising their recall rights shall maintain all unused benefits and accumulated sick leave accrued up to the time of reduction and shall be placed on the next higher step on the salary schedule.
- (4) A recalled employee must notify the superintendent in writing within ten (10) working days of receipt of said notice of recall of his /her desire and availability to return to work. If the employee fails to respond within the (10) working days, the employee will be deemed to have refused the recall offer.

SECTION 20. PROFESSIONAL LEAVE

Full time certified staff shall be granted two (2) days per year to attend a professional workshop/conference subject to the approval of the superintendent or his/her designee. Additional days may be granted at the discretion of the superintendent or his/her designee. Requests are to be made seven (7) days in advance. In all cases of interpretation of said benefit, the superintendent or his designee's decision is final.

SECTION 21. NOTIFICATION OF VACANCIES

The Superintendent or his designee will post a list of vacancies which occur during the school year and for the following school year. Such notice shall be posted for at least five (5) days and distributed to all employees.

SECTION 22. ASSIGNMENT OF EMPLOYEES

Employees shall be given written notice of any change in his/her grade level and class assignment (s) a minimum of fourteen days prior to the beginning of the semester unless an emergency situation develops. In all cases of interpretation of said benefit, the Superintendent or his designee's decision is final.

ARTICLE III

TEACHER EVALUATION

SECTION 1. NOTIFICATION--ASSIGNED TEACHER

The building principal or appropriate supervisor shall acquaint each teacher under his supervision with the evaluation procedures. standards, and instruments and advise each teacher as supervisor will designated observe and who evaluate his/her performance. The purpose of this orientation is to achieve mutual understanding of the evaluation system. No evaluation shall take place until such orientation has been completed.

SECTION 2. REQUIRED OBSERVATIONS -- NEW TEACHERS

All teachers new to the Glidden-Ralston Community School shall be formally evaluated during the first year of employment.

SECTION 3. REQUIRED OBSERVATIONS--CONTINUING TEACHERS

A continuing teacher shall be formally evaluated at least once every three years.

SECTION 4. FORMAL EVALUATION PROCEDURES

The building principal or appropriate supervisor shall formally evaluate each teacher in writing as set forth in Sections 2 and 3.

(A) The teacher being formally evaluated during a given year will do a self-evaluation followed by a conference with the evaluator. During that year a minimum of three (3) observations of at least thirty (30) minutes will be made, each followed by a conference between teacher and evaluator within three (3) school days following the observation. It is understood that the evaluation need not be based solely on data collected during in-class observations.

(B) At the completion of the final conference, a copy signed by both parties shall be given to the teacher. If adequate time is not available for the completion of the conference at one sitting, the evaluation instrument will not be signed until the conference is completed at a later time. The teacher's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content. Only evaluation documents that have been signed and dated by both the teacher and the immediate supervisor shall be contained in the personnel file. No teacher shall be required to sign a blank or incomplete form.

- (C) If the teacher feels his/her formal written evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing and have a copy of them attached to the evaluation report to be placed in his/her personnel file by the end of the current school year. Both the file copy and the teacher's copy of such objections shall be signed and dated by both parties to indicate awareness of the content.
- (D) If mutual agreement can be reached whereby objections to the formal written evaluation are eliminated, the evaluation forms will be removed from the teacher's file by the Superintendent or his designee upon presentation of a written request for such action signed by both parties.

SECTION 5. TEACHERS MAY REQUEST FORMAL EVALUATIONS AT ANY TIME.

The evaluator reserves the right to formally evaluate at his/her discretion.

SECTION 6. REMEDIATION.

When improvement is deemed necessary, the following process/processes may be exercised:

N. Notice: Administrator notifies employee that

performance needs to improve.

E. Explain: Administrator explains what needs to

improve.

A. Assistance: Administrator will give suggestions on

how improvement can be made.

T. Time: Administrator/Teacher establish fair

and

equitable timelines for improvement.

Upon completion of the above mentioned remediation process, if satisfactory growth has not been realized, the administrator may recommend or the teacher may request to exercise his/her option to participate in the Employee Assistance Program.

SECTION 7. SELF-EVALUATION AND GROWTH TARGETS

Those years during which a formal evaluation is not conducted, the teacher will do a self-evaluation followed by a conference with the evaluator to determine growth targets for that year. A self-evaluation will be completed by the teacher at the close of the school year. A conference will follow between the teacher and the evaluator to discuss goals reached and those growth targets to be strived for during the following school year. A copy of goals reached and growth targets for the following year will be signed by both parties and placed in the teacher's personnel file. The spring self-evaluation and conference may replace that which would occur in the fall of the following year for a continuing teacher.

SECTION 8. EVALUATION FILE

- (A) Each employee has the right to review and copy all evaluation documents contained in his/her evaluation file.
- (B) Employees will be notified of any written complaint that is placed in his/her evaluation file.
- (C) Upon request, employees shall have reasonable access to their evaluation file during the normal working day.

ARTICLE IV

SECTION 1. MASTER SALARY SCHEDULE

(A) See attached.

DURATION PERIOD AND SIGNATURE CLAUSE

- <u>SECTION 1.</u> This salary Agreement shall become effective as of August 12, 2006. All of the provisions of this Agreement shall continue in effect until August 11, 2008. Only salary and insurance benefits will be negotiated during the 06-07 school year. Contract language, salary and benefits during the 07-08.
- SECTION 2. In witness whereof, the parties hereto have caused this Agreement to be signed, and their signatures placed thereon, all on the ___10th_day of April 2006.

GLIDDEN-RALSTON COMMUNITY

GLIDDEN-RALSTON EDUCATION

ASSOCIATION

Board President

GŘEA President

Chief Negotiator

Chief Negotiator

April 10, 2006

To Whom It May Concern:

Be it known that the Glidden-Ralston Education Association and the Glidden-Ralston Board of Education reached agreement to raise the base by \$550 to \$23,393. All certified staff eligible for either vertical or horizontal movement on the salary schedule would receive those incremental steps. The career increments shall be maintained for both regular salary and extra duty salary. Furthermore, both parties agree that a total of \$38,121 will be applied to the salary schedule. See attached Master contract.

The school district will provide each employee with full single major medical coverage plus term life insurance with an option to opt out for a return of 40% of the cost. The cost is funded solely by the school district. This shall remain unchanged.

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School Board Signature

Date 5-/5-06

GREA Signature

Date 4/18/06

School Board Signature

Date 5-15-66